

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**STL REAL ESTATE LLC**

STL Real Estate, LLC (STL Real Estate) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether STL Real Estate's license as a real estate association, no. 2011005318, will be subject to discipline. Pursuant to § 536.060, RSMo (2000),<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo (Supp. 2013). The MREC and STL Real Estate jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo (Supp. 2013).

STL Real Estate acknowledges that it understands the various rights and privileges afforded it by law, including the right to a hearing of the charges against it; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing

---

<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

against it at the hearing; the right to present evidence on its behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against it; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time STL Real Estate may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to it by law, STL Real Estate knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to it.

STL Real Estate acknowledges that it has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. STL Real Estate stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that STL Real Estate's license as a real estate association, license no. 2011005318, is subject to disciplinary action by the MREC in accordance with

the relevant provisions of Chapter 621, RSMo, and Chapter 339, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and STL Real Estate in Part II herein is based only on the agreement set out in Part I herein. STL Real Estate understands that the MREC may take further disciplinary action against it based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

### **I.**

#### **Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the MREC and STL Real Estate herein jointly stipulate to the following:

1. The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo (Supp. 2013), for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.205 and §§ 339.710 to 339.855, RSMo (as amended), relating to real estate salespersons and brokers.
2. STL Real Estate is a licensed real estate association, license no. 2011005318. STL Real Estate's license is current and active, and was current and active at all times relevant herein.

3. Darcie Benton Sheehan (Sheehan) holds a Missouri real estate salesperson license, no. 2010009050.

4. In or around April 2013, Sheehan began working for STL Real Estate as a real estate salesperson.

5. Sheehan previously worked for Realtex, Inc. (Realtex), which is also known as Coldwell Banker Premier Group.

6. James Manning, broker for STL Real Estate, signed an application to transfer Sheehan's salesperson license from Realtex to STL Real Estate in or around April 2013. However, the transfer application was not mailed to or received by the MREC until on or about May 22, 2013.

7. During the time that Sheehan worked for STL Real Estate, STL Real Estate did not receive a new license for Sheehan or notification from the MREC that the transfer application was being processed.

8. Because Sheehan's license was not transferred to STL Real Estate, Sheehan remained associated with Realtex in April and May 2013 when she was performing work for STL Real Estate.

9. During the time that she worked for STL Real Estate, Sheehan took listings for five residential properties.

10. Title 20, Section 2250-4.050(2) of the Code of State Regulations states the following regarding the licenses of real estate salespersons:

(2) A broker-salesperson or salesperson license shall be issued only to a person who is associated with a licensed broker. The license of each broker-salesperson or salesperson shall be mailed to the broker. A broker-salesperson or salesperson cannot be licensed with more than one (1) broker during the same period of time.

11. When a real estate salesperson transfers from one broker to another, "[t]he new broker is responsible for seeing that the application is complete and that the application for transfer is mailed by certified, registered, or overnight delivery to ensure proof of delivery." 20 C.S.R. 2250-4.050(4).

12. STL Real Estate violated Section 20 C.S.R. 2250-4.050(4) because it failed to ensure that an application to transfer Sheehan's license from Realtex was mailed to the MREC. Therefore, STL Real Estate's license as a real estate association is subject to discipline under § 339.100.2(15), RSMo.

13. STL Real Estate's license as a real estate association is also subject to discipline under § 339.100.2(15) because it assisted or enabled Sheehan to violate § 339.100.2(11), RSMo, by representing a broker other than the broker that she was associated with.

14. Section 339.100.2(15), RSMo (Supp. 2013) states:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any

person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860[.]

## II.

### **Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, § 621.045.4, RSMo (Supp. 2013), and § 621.110, RSMo (Supp. 2013).

1. STL Real Estate agrees to pay a civil penalty of \$500. Said penalty is authorized under § 339.205, RSMo (Supp. 2013) and § 339.100(3), RSMo (Supp. 2013).
2. STL Real Estate agrees to pay the \$500 civil penalty agreed upon herein by certified check made payable to the "Missouri Real Estate Commission, State of Missouri" and mailed to Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. STL Real

Estate shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.

3. Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution. Section 339.205.8, RSMo (Supp. 2013).

4. In the event the MREC determines that STL Real Estate has failed to pay any portion of the \$500 agreed upon herein or has violated any other term or condition of this Settlement Agreement, the MREC may, in its discretion: (1) notify the Attorney General who "may commence an action to recover the amount of the penalty, including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed" under § 339.205.4, RSMo (Supp. 2013); (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline STL Real Estate's license under § 324.042, RSMo (Supp. 2013); and (3) deny, discipline, or refuse to renew or reinstate STL Real Estate's license under § 339.205.7, RSMo (Supp. 2013).

5. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and

opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

15. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by STL Real Estate of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

16. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

17. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. STL Real Estate agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

18. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.



19. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

20. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

21. STL Real Estate, together with its partners, members, managers, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or

execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

22. STL Real Estate understands that it may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining STL Real Estate's license. If STL Real Estate desires the Administrative Hearing Commission to review this Settlement Agreement, STL Real Estate may submit its request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

23. If STL Real Estate requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining STL Real Estate's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline

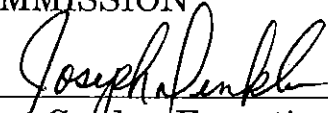
against STL Real Estate as allowed by law. If STL Real Estate does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

  
STL Real Estate LLC

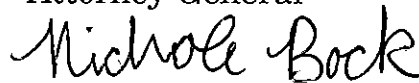
Date: 12/18/14

MISSOURI REAL ESTATE  
COMMISSION

  
~~James G. Glicker~~, Executive Director  
Joseph Denkler

Date: 5/5/2015

CHRIS KOSTER  
Attorney General



NICHOLE BOCK  
Assistant Attorney General  
Missouri Bar No. 64222

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-4087  
Telefax: 573-751-5660

Attorneys for the MREC